

## 1 May 2017

Mr Moreira da Silva
Director for the Development Co-operation Directorate
Organisation for Economic Co-operation and Development
2, rue André Pascal
75775 Paris CEDEX 16
France

Dear Mr Moreira da Silva,

Subject: Voluntary contribution to support the <u>2016-18 Programme of Work and Budget of the Development Assistance Committee's (DAC) Governance Network</u> (DFAT agreement number 73442).

- 1. I am writing to offer a voluntary contribution from the Government of Australia, represented by the Department of Foreign Affairs and Trade (hereinafter referred to as "DFAT"), of AUD 112,000 (the "Contribution") to the Organisation for Economic Cooperation and Development (OECD) for the "2016-18 Programme of Work and Budget of the Development Assistance Committee (DAC)" (hereinafter referred to as the "Programme").
- 2. The Contribution will be provided for the OECD to cover all costs related to delivery of Output Result 5, Intermediate output 5.1 of the OECD document reference DCD/DAC(2016)21/REV3.
- 3. DFAT financial support for the Programme will cover costs incurred or committed on or after 1 January 2017 (hereinafter referred to as the "Commencement Date"). DFAT support for the Programme will continue until no later than 31 December 2018 (hereinafter referred to as the "Completion Date") unless otherwise mutually determined by the Parties in writing.
- 4. The Contribution will be administered according to the Financial Regulations of the OECD, and according to other OECD applicable rules, procedures and policies, which currently provide for an administrative cost recovery charge of 6.3% of the Contribution amount. The expenditures will be recorded in the accounts of the OECD, which follow generally accepted accounting principles and which are subject to audit in accordance with the OECD's standard audit procedures.
- 5. The Contribution will be paid within thirty (30) days of receipt of an invoice from the OECD made to:

Chief Finance Officer
Department of Foreign Affairs and Trade
R.G. Casey Building

John McEwen Crescent Barton ACT 0221 AUSTRALIA

- 6. We would be grateful if you could issue an invoice for the Contribution in Australian dollars, and also request that you advise us of the relevant bank account details.
- 7. The OECD will provide DFAT with a financial report showing the use of funds spent for the Programme. Any unutilised or uncommitted portion of the Contribution as of the date of 31 December 2018 will be returned to DFAT unless otherwise mutually determined by the parties in writing.
- 8. The results of the Programme, in whatever form, will remain the sole property of the OECD.
- 9. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both DFAT and the OECD are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFAT to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. The OECD undertakes not to knowingly provide assistance to, or otherwise support, terrorists or terrorist organizations, and will inform DFAT immediately if, during the course of the present arrangement, the OECD determines that any such funds have been so used.
- 10. DFAT and the OECD are committed to preventing and detecting fraud and corruption including bribery. The OECD will, within its own governance and policy framework, use its best endeavours to prevent and detect fraud and corruption in respect to funds provided under this Programme; and with due regard to privacy and confidentiality, promptly notify DFAT of any fraud and corruption cases detected in respect to funds provided under this Programme and will inform DFAT of any action undertaken in relation to such cases. If the OECD deems it appropriate, it will refer the matter to the relevant police or other authorities responsible for the prosecution of fraudulent and corrupt activity. When applicable, the OECD will inform DFAT of the status of actions undertaken and investigative outcomes as soon as practical after their completion or a determination reached. In consultation with the OECD, DFAT may request the return of funds provided under this Programme where the OECD has identified instances of fraud, corruption or bribery. Where practicable, the OECD will consult with DFAT prior to the publication or release of information relating to these matters.
- 11. The OECD represents that it is not aware of corrupt, fraudulent, collusive or coercive practices with respect to previous DFAT funding.
- 12. Australia is a State Party to the United Nations Convention on the Rights of the Child. DFAT's commitment to upholding the rights and obligations under this convention is reflected in the DFAT Child Protection Policy. With respect to funds provided under this Programme, the OECD will not knowingly engage in any practices which contribute to the exploitation or abuse of children.
- 13. Unless there are reasons for the Contribution not to be acknowledged, the OECD undertakes to acknowledge the Contribution and, where appropriate, to display DFAT's

logo for that purpose on relevant material and signage produced in the course of the activities funded by the Contribution and at public events.

- 14. Amendments can be made to this arrangement in the form of an official exchange of letters between the OECD and DFAT.
- 15. DFAT or the OECD may terminate this Arrangement upon two months written notice to the other party. In the unlikely event of termination of this Arrangement, DFAT and the OECD will consult each other on how to bring the Arrangement to an orderly end. In such case, DFAT will cover all amounts actually expended or committed by the OECD up to the effective date of termination. Any amount from the Contribution by DFAT which remains unspent or uncommitted by the OECD at the effective date of termination will be returned to DFAT at the earliest opportunity, unless otherwise mutually determined by the parties in writing.

Yours sincerely

Michael Wilson

Assistant Secretary, Governance, Fragility and Water Branch

**DFAT** 

Acceptance:

I accept the arrangements outlined above for this Programme.

Countersigned for the OECD

Jorge Moreira da Silva

Director

Development Co-operation Directorate

Date:

Antoine Pailhès

Deputy Head of the Programme,

Budget and Financial Management Service

**Executive Directorate** 

Date: No. os . WY